

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

For Online Publication Only

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UNITED STATES OF AMERICA,

-against-

EDWARD MANGANO, and
LINDA MANGANO,

ORDER

16-CR-540 (JMA)

Defendants.

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AZRACK, United States District Judge:

On April 14, 2022—the date of defendant Ed Mangano’s sentencing—Phoenix Life Insurance Company and PHL Variable Life Insurance Company (collectively, “Phoenix”) submitted a restitution affidavit. At sentencing, I stated that I was ordering restitution in an amount to be determined within 90 days.

Phoenix’s affidavit, along with the other evidence in the record, establishes that Phoenix sustained \$10,630,016.80 in losses from the NDH loans. Phoenix sustained these losses after Harendra Singh defaulted on the two NDH loans and the guarantees from the Town of Oyster Bay (“TOB”) contained in the NDH concession amendments—which were executed by Len Genova and Singh as part of the TOB Loan Scheme—were ultimately found by state and federal courts not to be enforceable. Having considered all the evidence in the record, I find—based on Mangano’s own acts and the reasonably foreseeable acts of his co-conspirators—that Mangano is liable for restitution in the amount of \$10,630,016.80.

I note that Harendra Singh and Fred Mei have not yet been sentenced. Mangano will be jointly and severally liable with any other defendants who are ultimately found liable for restitution based on Phoenix’s losses from the NDH loans. As I stated at sentencing, Mangano’s fine and

restitution shall be paid at a rate of \$25 per quarter while in custody and 10 percent of gross monthly income thereafter.

SO ORDERED.

Dated: July 13, 2022
Central Islip, New York

/s/ (JMA)
JOAN M. AZRACK
UNITED STATES DISTRICT JUDGE